

Staff Summary Report

Council Meeting Date: 03-20-2008

Agenda Item Number: _____

SUBJECT: Request to award a one-year contract to HH Construction for rehabilitation work on the Petersen House Museum.

DOCUMENT NAME: 20080320fst19 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (IFB 08-122) Total cost for this contract shall not exceed \$150,000.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Glenn Kephart, Public Works Manager, 480-350-8205
Tom Lopez, Facility Services Director, 480-350-8687

**LEGAL REVIEW AS
TO CONTRACT FORM
ONLY:** N/A

FISCAL NOTE: Sufficient funds have been appropriated in CIP 6879.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Invitation for Bid 08-122 was issued to establish a contract for rehabilitation/restoration work on the Petersen House Museum. Five vendors responded to the Invitation for Bid. An evaluation committee comprised of Facility Maintenance, Historical Museum, Community Development and Procurement staff reviewed the responses. Recon Restoration was declared non responsive for not providing a detailed work scope and project cost projection and was removed from award consideration. The committee's recommendation is to award the contract to HH Construction, the lowest responsive and responsible vendor meeting all requirements of the bid. Peterson House restoration will address the need for restoring the patio, porches and balcony of this historical house. The scope of work for the restoration will consist of exterior paint removal, repair of damaged woodwork and a complete three color repaint of the house.

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID: 08-122

BID ISSUE DATE: 01/22/2008

Commodity Code(s): 910-24; 910-65; 914-61

PROCUREMENT DESCRIPTION: Rehabilitation of Petersen House Museum

BID DUE DATE/TIME: Tuesday, February 19, 2008, 3:00 P.M. Local Time
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, February 8, 2008, 5:00 P.M., Local Time

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten and a completed bid response returned to the City Procurement Office by the Bid Due Date/Time indicated above. The "Vendor's Bid Offer" (Form 201-B IFB) must be completed and signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen

E-mail: anthony_allen@tempe.gov

Phone No: 480-350-8548

Procurement Officer

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, 2 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

MG

Michael Greene, CPM

Central Services Administrator

Form 201-A (IFB)

(H:/IFB 3-2002)

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name _____

Company Mailing Address _____

Company Street Address _____

Bid Offeror Contact _____ Title _____

Contact's Phone No. _____ E-mail Address _____

Bidder's Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No. _____ or

Arizona Use Tax No. _____

Federal I.D. No. _____

City & State Where Sales Tax is Paid _____, _____

THIS BID IS OFFERED BY

Authorized Bid Offeror (Type or Print in ink) _____

Bid Offeror's Title (Type of Print in ink) _____

Date _____

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.

Signature of Authorized Bid Offeror

Date

Form 201-B (IFB)
(H:/IFB 3-2002)

INSTRUCTIONS TO BIDDERS

Please note that these Instructions are to be read and followed by any bidder and/or contracted vendor and that failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation For Bid (IFB) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this IFB that are apparent before the bid opening date are to be filed with the City Procurement Office prior to the scheduled bid opening date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The City will not reimburse the cost of developing, presenting or providing any bid response to this IFB.
2. **Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected. The City will not accept a signed letter by bidder in lieu of a signed "Vendor's Bid Offer", Form 201-B (IFB) as provided in this IFB.
3. **Inquiries:** Questions regarding this IFB are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (IFB); unless another City contact is specifically named in this IFB. Questions should be submitted in writing, when time permits. When sending correspondence related to this IFB, identify within the letter, the appropriate IFB number, page and paragraph at issue. However, bidder must not place the IFB number on the outside of an envelope containing questions, since the envelope may be identified as a sealed bid response and not opened until the official bid opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before bid opening and those received within ten (10) days of bid opening may not be answered.
4. **Pre-Bid Conference:** If a Pre-Bid Conference is scheduled, it is the bidder's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.
6. **Bid Addendum(s):** Receipt and acceptance of a Bid Addendum is to be acknowledged by signing and returning the document either with the bid response or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the bid response non-responsive to that portion of the IFB as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this IFB, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this IFB.

A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this IFB. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this IFB includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive.

10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this IFB, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this IFB, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchasing) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this IFB) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this IFB or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this IFB that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within ten (10) calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this IFB and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15.

Compliance with City Solicitation & Forms: Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this IFB and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initially the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the “Vendor’s Bid Offer”, Form 201-B (IFB), the bidder certifies:

- A. The submission of the bid response did not involve collusion or other anti-competitive practices.
- B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.

- C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the “Vendor’s Bid Offer” or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.

- D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this IFB and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the Contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the Contractor or agent or representative of the Contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

3. **Applicable Law:** This contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this IFB and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and Contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the Contractor.

5. **Contract Formation**: This contract shall consist of this IFB document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's IFB shall govern. The City's IFB shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year**: The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s)**: This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and Contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law**: Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability**: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this IFB and contract are not materially vitiated.
10. **Relationship of Parties**: It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence**: This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this IFB. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment**: No right or interest in this contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies**: No provisions of this IFB document or in the vendor's bid response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations**: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this IFB shall receive any direct or indirect benefit from the use of these specifications.
17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential; isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this IFB may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an IFB. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This IFB is issued by the City Procurement Office. No alteration of any portion of the IFB document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this IFB to be valid and irrevocable for ninety (90) days after the bid opening time and date.
3. **Contract Type:** Firm fixed price, Single Requirement, definite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twelve (12) month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the Contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Cancellation for Default:** This contract is critical to the City and the City reserves the right to immediately cancel the whole or any part of this contract due to failure of the Contractor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
 - A. The Contractor provides material that does not meet the specifications of the contract;
 - B. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
 - C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - D. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

The City may resort to any single or combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the Contractor;
- D. In case of default, the City reserves the right to purchase materials and/or services from another source, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:

- i. Deduction from an unpaid balance;
- ii. Collection against the bid and/or performance bond, or;
- iii. Any combination of the above or any other remedies as provided by law.

6. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection.
7. **Bid Evaluation:** In an IFB, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- A. Conformity with bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
 - B. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
 - C. Operational and/or ergonomic compatibility with existing City resources, as applicable;
 - D. Availability of competent service and prompt delivery of materials, parts and services;
 - E. Having legally required licenses, certifications and/or qualifications to perform the contract;
 - F. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;
 - G. Record of past performance and integrity on City and/or other public agency contracts; and.
 - H. Production capability of equipment as determined by product samples, customer references, and/or City inspection.
8. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if bidder's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the bidder has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written bid response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive bidder. Should no bidder be found totally responsive to all designated bid requirements, the City at its option, may either award the contract to the most responsive bidder or cancel the bid and re-bid the need under revised specifications.

9. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

10. **Permits:** The vendor shall be responsible for obtaining all required permits for installations.
11. **Site Clean-Up:** The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning to the original conditions.
12. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Other Insurance:** (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverage:**

- a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
 - b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage
- The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having

a "Best's" rating of no less than A-VII.

6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

13. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly itemized statement. Unless terms other than net 30 days are offered as a discount.
14. **Indemnification:** To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the CONTRACTOR, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONTRACTOR may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
15. **Taxes:** Bid all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your bid pricing; unless specifically requested on the Price Sheet(s) within the bid/proposal solicitation document. The City is exempt from payment of Federal Excise Tax and for bid evaluation purposes will add Sales or Use Tax as applicable. For bid evaluation purposes, the transaction (sales) Privilege Tax that is to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realize net expense of zero (0).

16. **Conduct and Dress Code:** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the contractor.

17. **Safety, Health and Sanitation:** The contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this contract. The contractor(s) shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The contractor(s) shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the contractor(s) at all times for the protection of persons (including employees) and property. The contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated thereunder.

18. **Protection and Restoration of Property and Landscape:** The contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The contractor(s) responsibility will not be released until the project has been completed and accepted.

If damage is caused by the contractor, the contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

19. **Responsibility for Work:** The contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

20. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

21. **Sub-Contractor (s):** The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in

addition to the City of Tempe on all required insurance documents.

Scope

The City of Tempe is soliciting bids for the rehabilitation of the Petersen House Museum located at 1414 W. Southern Ave., Tempe, AZ.

The City requests all work be completed in 60 days or less after award of contract.

Bid must include all normal fees, licenses, etc. associated with this type project.

Work performed must comply with all applicable codes including Standards for Rehabilitation per Department of Interior regulations, 36 CFR 67 (excerpt included below).

The City of Tempe requires that every practical effort be made to repair rather than replace elements, as appropriate.

Firm must have experience in rehabilitation work on historic buildings.

All bidders are required to visit the job sites prior to submitting a bid. Failure to comply will render a bid non-responsive. Contact Tom Lopez (480) 350-8687 and schedule an appointment to visit jobsites.

The Secretary of the Interior's standards for the treatment of Historic Properties.

*The Secretary of the Interior is responsible for establishing standards for all national preservation programs under Department authority and for advising federal agencies on the preservation of historic properties listed in or eligible for listing in the National Register of Historic Places. There are four distinct, but interrelated, approaches to the treatment of historic properties -- Preservation, Rehabilitation, Restoration, and Reconstruction. **Preservation** focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. **Rehabilitation** acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. **Restoration** is undertaken to depict a property at a particular period of time in history, while removing evidence of other periods. **Reconstruction** re-creates vanished or non-surviving portions of a property for interpretive purposes.*

STANDARDS FOR REHABILITATION

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical and physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Specifications

Provide

- All labor, equipment and materials

Work on exterior of building to included:

- Repair, restore or replace all exterior house trim, window trim, door trim, columns, fascia and molded trim around eaves
- Repair, restore or replace all damaged or rotted siding
- Repair, restore or replace cellar door and hardware
- Repair, restore or replace dormer vanes and trim
- Repair, restore or replace porch and stair substructures
- Repair, restore or replace porch and stair surfaces
- Repair, restore or replace wood skirting
- Repair, restore or replace tongue and groove ceiling
- Paint main house – to match existing color
- Paint balconies – to match existing color
- Paint screened in porch – to match existing color
- Repair and cleans stucco and slump block

Requirements

- All surfaces to be properly prepped prior to painting
- Scrape, sand and prime wood prior to painting
- Work must comply with Department of Interior regulations 36 CFR 67 for rehabilitation

Bid Questionnaire

The answer to the questions listed below will be used during the evaluation process. If using additional pages, clearly identify the question you are answering.

1. Will you meet or exceed specifications and requirements in this proposal?

Yes _____ No _____

Explain and List any exceptions.

2. Provide a detailed work scope for project. (Attach pages to bid)

3. List manufacturer of products to be utilized.

4. List warranty to be offered. (Minimum 12 month required)

5. Provide a detailed price schedule for complete project. (Attach to bid)

Include a breakdown by craft, parts and labor.

6. Provide time to complete project

_____ ARO (Must not exceed 60 days ARO)

7. How long has your firm been in business?

8. List experience (and years of experience) of staff to be utilized on project.

9. Does your firm have experience in rehabilitation work on Historic Buildings?

Yes _____ No _____

Provide a list of Historic Rehabilitation work completed

10. List three references for whom you have provided a similar service:

Company/Agency	Contact	Phone #
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_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Address your "local" facility.

Bid Checklist For Submittals

- _____ One signed and complete original of the proposal response, including "Vendor's Bid Offer" (Form 201-B).
- _____ Seven (7) copies of bid response.
- _____ Bid Questionnaire has been completed and included.
- _____ Price Information completed and included.
- _____ Detailed work scope.
- _____ Detailed cost schedule.
- _____ Documentation of required walk through.
- _____ Any addendum(s) have been included.

**Documentation of City of Tempe Walk thru
08-122 Rehabilitation of Petersen House Museum**

Bidders are required to visit the job site prior to submitting bids. Failure to comply will render the bid non-responsive. Contact Tom Lopez, (480) 350-8687, 9:00 A.M. to 3:00 P.M. Monday through Friday to arrange an appointment for on site job inspection.

Company: _____

Printed Name: _____

Representative Signature: _____

Date of Tour: _____

City of Tempe

Printed Name: _____

Signature: _____

It is the bidders responsibility to insure that this form, properly signed by both company representative and a City of Tempe employee, is returned with the bid package.

Company Name: _____

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EXTENDED PRICE
	Rehabilitation of Petersen House Museum (exterior)	\$ _____
	Tax	\$ _____
	Total	\$ _____

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of ____ % ____ days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:

Cecilia Miller	Letters A-C
Ramona Zapien	Letters D-O
Penny Brophy	Letters P-Z

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : : :
or
Employer identification number : : : :

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name	<u>HH Construction</u>		
Company Mailing Address	<u>15420 EAST CHANDLER HEIGHTS #8</u>		
Company Street Address	<u>Gilbert, Arizona 85298</u>		
Bid Offeror Contact	<u>FRED Hoopes</u>	Title	<u>PARTNER</u>
Contact's Phone No.	<u>6025505756</u>	E-mail Address	<u>fredhoopes@gmail.com</u>
Bidder's Company Tax Information:			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-350318B</u>	or	
Arizona Use Tax No.			
Federal I.D. No.	<u>86-0596546</u>		
City & State Where Sales Tax is Paid	<u>Gilbert, AZ</u>		

THIS BID IS OFFERED BY

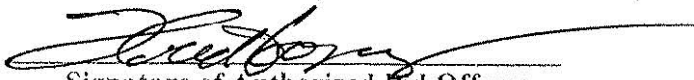
Authorized Bid Offeror (Type or Print in ink) FRED Hoopes

Bid Offeror's Title (Type or Print in ink) Partner

Date 2-19-08

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.


Signature of Authorized Bid Offeror

2-19-08
Date

Bid Questionnaire

The answer to the questions listed below will be used during the evaluation process. If using additional pages, clearly identify the question you are answering.

1. Will you meet or exceed specifications and requirements in this proposal?

Yes X No _____

Explain and List any exceptions.

- ✓ 2. Provide a detailed work scope for project. (Attach pages to bid)

3. List manufacturer of products to be utilized.

Dunn-Edwards Paints, Architectural Epoxy by
Advanced/Repair Technology inc., Dap 33 window
glazing putty

4. List warranty to be offered. (Minimum 12 month required)

1 yr

- ✓ 5. Provide a detailed price schedule for complete project. (Attach to bid)

Include a breakdown by craft, parts and labor.

6. Provide time to complete project

60 days ARO (Must not exceed 60 days ARO)

7. How long has your firm been in business?

20 + yrs

80% historical work

8. List experience (and years of experience) of staff to be utilized on project.

Fred Hoopes - HH construction - See Attached
Lyle Harper - HH construction - "
Pete Diepstraten - A classic touch - 50 yrs total 30+ yrs Historic

9. Does your firm have experience in rehabilitation work on Historic Buildings?

Yes X No See Attached

Provide a list of Historic Rehabilitation work completed

See Attached

10. List three references for whom you have provided a similar service:

Company/Agency	Contact	Phone #
Swan Architects	Jeff Swan	602-264-3083
Pinal County	Ernie Feliz	
State Parks	Jim Garrison	602-542-4009

11. Address your "local" facility.

HH construction
15420 E Chandler Heights #8
Gilbert, AZ 85298

HH Construction, Inc.

15420 E. Chandler heights Rd. Suite 8
Gilbert, AZ 85298

CITY OF COOLIDGE

Historic
Project: Historic Storefronts
Project No. 166-05
Contract Price: \$115,839.00
Completion Date: 8/31/2007
Contact: Pat Smith 520-723-6067
Architect: Swan Architects, Inc. 4331 North 12th Street Phoenix, AZ 85014

TOWN OF CLIFTON

Historic
Project: Chase Creek Foundation Stabilization
Project No. 113-06
Contract Price: \$78,900.00
Completion Date: 07/17/07
Contact: Ray Pini Clifton Town Manager
Architect:

ST. MARY'S BASILICA

Historic
Project: Small Project
Project No. none
Contract Price: \$27,740.00
Completion Date: feb. 2007
Contact:
Architect: Swan Architects, Inc. 4331 North 12th Street Phoenix AZ 85014

CITY OF HOLBROOK

Historic
Project: Historic Holbrook Train Depot BNSF
Project No. 99048A002/001
Contract Price: \$516,941.00
Completion Date: 10/12/06
Contact: A.K. Kovach 465 First Ave Holbrook, Az 86025
Architect: PAA Inc. 340 W. Prince Rd Tucson Az 85705

Construction Resume of HH Construction, Inc.

BLACKWATER COMMUNITY SCHOOL

Historic
Project: Blackwater School
Project No. 99048A002/001
Contract Price: \$122,190.00
Completion Date: 12/30/05
Contact: Patricia Harris Rt 1 Box 95 Coolidge, AZ. 85228
Architect: PAA Inc. 340 W. Prince Rd. Tucson Az. 85705

STABILIZATION OF THE 1891 CLOCK TOWER PINAL COUNTY COURTHOUSE

Historic
Project: /Stabilize Clock Tower at Pinal County Courthouse
Project No. 99048A002/001
Contract Price: \$261,950.00
Completion Date: 6/13/05
Contact: Ernie Feliz 31 North Pinal Street, Bldg.F Florence, AZ 85232
Architect: Swan Architects, Inc. 4331 North 12th Street Phoenix, AZ. 85014

OFFICE BUILDING FOR STEVE WILSON

Project: New Office Complex
Project No. none
Contract Price: 483,000.00
Completion Date: December 2004
Contact: Steve Wilson 3950 E. Broadway Road #102 Mesa, AZ. 85206
Architect: Cameron Miles Mesa, AZ.

THATCHER UNIFIED SCHOOL DISTRICT

Project: Administration Building
Project No.
Contract Price: \$739,506.00
Completion Date: 03/04/04
Contact: Clay Bowman 3400 2nd St., Thatcher, AZ 85552
Architect: Burns Wald-Hopkins 261 N. Court Ave., Tucson, AZ 85201

SANTA CRUZ COUNTY PUBLIC WORKS

Historic
Project: Santa Cruz 1904 Historic Courthouse
Project No.
Contract Price: \$113,685.46
Completion Date: 09/10/03
Contact: Victor Gabilondo P.O. Box 1150, Nogales, AZ 85628

Construction Resume of HH Construction, Inc.

Architect: James Woodward 323 N. Agassiz 2nd St., Flagstaff, AZ 86001

SNOWFLAKE UNIFIED SCHOOL DISTRICT

Project: Classroom Addition Taylor Intermediate School

Project No.: Y1128

Contract Price: \$310,000.00

Completion Date: 4/3/03

Contact: Greg Wyamn 682 School Bus Lane, Snowflake, AZ 85937

Architect: Architectural Resource Team, Sandy Cousner

ARIZONA SCHOOL FACILITY BOARD DEFICIENCIES PROJECTS

Project: Tonto Basin Elementary School District

Project No.:

Contract Price: \$684,000.00

Completion Date: 9/25/02

Contact: John Ketchem 1 School Street, Tonto Basin, AZ 85005

Architect: Oracle Architecture & Planning, Thom Bohlen

ARIZONA STATE PARKS

Historic
Project: Preservation Rojas House Tubac Presidio State Historical Parks

Project No.:

Contract Price: \$98,400.00

Completion Date: 12/18/01

Contact: Kathy Johnson 1300 W. Washington Phoenix, AZ 85007

Architect: CDG Architects, Stan Schuman

MESA UNIFIED SCHOOL DISTRICT #4

Project: Athletic Building Addition at Mountain View High School

Project No.: A0131 #21-158C

Contract Price: \$224,000.00

Completion Date: 10/25/01

Contact: Brad Klingman 555 S. Lewis St. Mesa, AZ 85210-8523

Architect: HDA Architects, LLC Jack Hoffman

TOLLESON ELEMENTARY SCHOOL DISTRICT #17

Project: Gonzales Elementary School Library Re Roofing

Project No.:

Contract Price: \$165,463.00

Completion Date: 07/25/01

Contact: Ed Hall 9261 W. Van Buren St. Tolleson, AZ 85353

Architect: Architectural Resource Team, Inc. Patrick Rehse, CSI

Construction Resume of HH Construction, Inc.

TOWN OF FOUNTAIN HILLS

Project: New Entry Fountain Hills Community Theater

Project No.: 99-1289

Contract Price: \$67,800.00

Completion Date: 06/15/01

Contact: Don Thumith PO Box 17958 Fountain Hills, AZ 85269

Architect: In House - Town of Fountain Hills

ARIZONA HISTORICAL SOCIETY

Historic
Project: Molina Block Rehabilitation Phase II

Project No.:

Contract Price: \$82,624

Completion Date: 1/16/01

Contact: Megan Reid (520) 782-1841 240 S. Madison Ave. Yuma, AZ 85364

GLENDALE UNION HIGH SCHOOL DISTRICT #205

Project: Sunnyslope High School Remodel 2-Story Classroom Bldg. Mechanical Well & Roof Acc

Project No.:

Contract Price: \$69,900.00

Completion Date: 08/15/00

Contact: Mike Montgomery 7650 N. 43rd Ave. Glendale, AZ 85301

Architect: Gilleland Brubaker Architects, LTD

CITY OF CASA GRANDE

Project: The Woman's Club Building

Project No.:

Contract Price: \$181,800

Completion Date: 11/20/00

Contact: Hafiz Noor (520) 421-8600 510 E. Florence Blvd. Casa Grande, AZ 85222

Architect: Burns & Wald Hopkins, Robert Smith (520) 795-2705

FIRST PRESBYTERIAN CHURCH

Historic
Project: Roof Repairs and Restoration Project

Project No.:

Contract Price: \$209,700.

Completion Date: 12/8/99

Contact: David Dresback 602-254-6356 402 W. Monroe Phoenix, AZ 85003

Architect: Woodward Architectural Group, Jim Woodward 602-264-7773

Construction Resume of HH Construction, Inc.

NAVAJO COUNTY PUBLIC WORKS DEPARTMENT (Historic)

Historic Project: Historic Navajo County Court House Stabilization, Phase I

Project No.: B 98-06091

Contract Price: \$222,000

Completion Date: 2/26/99

P.O. Box 668 - S. Hwy 77 Holbrook, AZ 86025

Contact: Ron Ayers 520-524-4100

Architect: Woodward Architectural Group, Jim Woodward 602-264-7773

PAINTED DESERT VISITOR CENTER

Project: Concessions Building Restroom Addition Project

Project No.:

Contract Price: \$106,999.

Completion Date: 2/26/99

Contact: Dick Ragel, Amfac Park 520-524-3756 Box 2247 Petrified Forest, AZ 86028

Architect: Woodward Architectural Group, Jim Woodward 602-264-7773

CITY OF SAFFORD (Historic)

Historic Project: Odd Fellows' Home Porch Stabilization

Project No.: 96046

Contract Price: \$204,931.

Completion Date: 11/30/99

Contact: Rudy Maldonado 520-348-3100 717 Main St. Safford, AZ 85548

Architect: The Architecture Co., Richard Fe Tom 520-622-4506

REHABILITATION OF BUILDING AT 331 N. FIRST AVE. (Historic)

Historic Project: Rehabilitation of 331 N. First Ave.

Project No.:

Contract Price: \$418,855.

Completion Date: 6-30-98

Contact: J. Michael Means, Owner 246-6884 331 N. 1st Ave. Phoenix, AZ 85001

Architect: Gerald Doyle & Associates, Jeff Swan 602-264-3082

LAVEEN SCHOOLS (Historic)

Historic Project: Exterior Stabilization & Rehabilitation of Historic Laveen School (Bldg. A)

Project No.:

Contract Price: \$173,425.08

Completion Date: 3-30-98

Contact: Connie Gibbons, Superintendant 9401 S. 51st Ave. P.O. Box 29 Laveen, AZ

Architect: Rick Lewis, Architect (773)561-7892

Construction Resume of HH Construction, Inc.

ASU COLLEGE OF BUSINESS

Project: Interior Upgrades College of Business, MBA Program

Project No.: 95165

Contract Price: \$338,719.00

Start Date: 5-22-97 Completion Date: 8-11-97

Contact: Project Manager, Ron Geren 965-8348 851 E. Tyler St. Tempe, AZ 85287

Architect: Dick & Fritsche Design Group, Janice Price 954-9060

MESA PUBLIC SCHOOLS

Project: Classroom Renovations at Hale Elementary School

Project No.: 97-47C

Contract Price: \$150,158.75

Start Date: 5-23-97 Completion Date: 8-1-97

Contact: Project Manager, Rick Freeman 461-5630 549 N. Stapley Dr. Mesa, AZ 85203

Architect: Mesa Public Schools

CITY OF PHOENIX

Project: Railing Renovations

Project No.: AH-950931 CGP (703)

Contract Price: \$132,000

Completion Date: March 1997

Contact: City of Phoenix, Bill Boring (602) 262-1883

Architect: Whitneybell Architects, Rex Boyes (602) 265-1891

YAVAPAI COLLEGE

Project: Yavapai College Center for the Arts Performance Hall ADA Improvements

Project No.: 9451

Contract Price: \$168,745

Completion Date: Sept. 15, 1996

Contact: Jim Gillespie (520) 634-6555 1100 E. Sheldon St. Prescott, AZ 86301

Architect: Otwell Associates, Barnabus Kane (520) 445-4951

MESA UNIFIED SCHOOL DISTRICT #4

Project: Phase 1 - Campus Upgrades 1996 - Academics Bldg.
at Mountain View High School

Construction Resume of HH Construction, Inc.

Project No.: 9607 School District Bid No. 96-73C
Contract Price: \$354,883
Completion Date: Aug. 15, 1996
Contact: David Peterson (602) 461-5630 549 N. Stapley Dr. Mesa, AZ 85203
Architect: Hofman-Dietz Architects, Ltd., Warren Klimke (602) 345-1400

CITY OF DOUGLAS 425 10th St. Douglas, AZ 85607
Douglas City Hall Lower Floor Renovation
Project No.: none
Completed 3-31-96
Contract Price: \$245,225
Contact: Gary Molenda, Business Development and Finance Corp., (520) 623-3377

Historic
CITY OF GLENDALE (HISTORIC) 5850 W. Glendale Ave Glendale, AZ 85301
Project: Historic Sahuaro Ranch Park Main Ranch House & Fruit Packing House Restoration
Project No.: 945027
Completed: 3-28-96
Contract Price: \$406,010.05
Contact: Jim Woodward, Woodward Architecture Group, (602) 264-7773

**Documentation of City of Tempe Walk thru
08-122 Rehabilitation of Petersen House Museum**

Bidders are required to visit the job site prior to submitting bids. Failure to comply will render the bid non-responsive. Contact Tom Lopez, (480) 350-8687, 9:00 A.M. to 3:00 P.M. Monday through Friday to arrange an appointment for on site job inspection.

Company: HH Construction

Printed Name: Fred Hoopes

Representative Signature:



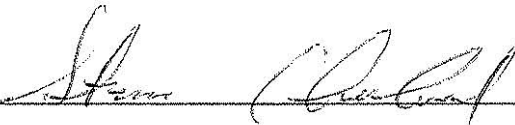
Date of Tour: 1/30/2008

City of Tempe

Printed Name:

Steve Cleveland

Signature:



It is the bidders responsibility to insure that this form, properly signed by both company representative and a City of Tempe employee, is returned with the bid package.

Company Name: HH Construction

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EXTENDED PRICE
	Rehabilitation of Petersen House Museum (exterior)	\$ <u>92,725.00</u>
	Tax	\$ <u>4,701.16</u>
	Total	\$ <u>97,426.16</u>

* Applicable Tax .0507%

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of ___ % ___ days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:

Cecilia Miller	Letters A-C
Ramona Zapien	Letters D-O
Penny Brophy	Letters P-Z

HH Construction, Inc.

"Building for a Future Generation"

Rehabilitation of Peterson House Museum
Project No: 08-122

WORK SCOPE AND PRICE LIST:

After careful review and discovery, a meeting with the owner and/or his representative will be conducted with HH Construction to determine the extent of repair, restoration, or replacement of the following items.

ALL TRIM ITEMS
WINDOWS
COLUMNS
FASCIA
MOLDING AROUND EYES
SIDING
CELLAR DOOR AND HARDWARE
DORMER VANES
PORCH AND STAIR SURFACES
WOOD SKIRTING
TONGUE AND GROOVE CEILING

All stucco and slump block to be repaired and cleaned
Paint main house including screened-in-porch and balconies, to match existing colors.

All work will comply with Department of Interior regulations 36 CFR 67 for rehabilitation

Pricing is broken down into the following categories:

Repair or replace moldings, trim, and other wood not listed below	\$ 48,950.00
Repair porch and stair surfaces	\$ 5,750.00
Replace areas of T&G ceiling	\$ 5,124.00
Repair/replace door and hardware at cellar	\$ 3,822.00
Paint main house including screened-in-porch and balconies	\$ 33,780.00
Total cost	\$ 97,426.00

Dear Owner:

My partner, Lyle Harper and I, looked at the property and discussed the direction we would like to take should we get awarded the job. We know from past experience, that while one contractor could repair and paint this house for \$50,000 another would need \$150,000. The difference being the extent of repairs, and the quality of materials. A fair question is, who holds the purse strings? Because our control over the scope of work is limited, we have relied on the experience of the architects we have worked with. Although their techniques may vary, for historic material, we are generally directed to assess the damage, stabilize if possible and go on. As a general contractor, we would document areas of historic vs. non-historic concern. Non-historic material can largely be replaced or repaired at the discretion of the contractor. Where historic material is evident, we would assess its condition as well as its surroundings and the potential for it and other materials around it to deteriorate if it were simply repaired.

Please call us any time and we would be very happy to discuss this most important project with you.

Thanks for letting us bid your project,



Fred Hoopes

602-550-5756

